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under a secret unpatented process. The chocolate was sold only under an extensive system of contracts with wholesale and retail dealers whereby the latter bound themselves to maintain the prices set by the plaintiff. The plaintiff sued a retail dealer for violation of a contract made for the benefit of the plaintiff. *Held*, that the system of contracts is not in restraint of trade. *Ghirardelli Co. v. Hunsicker*, 128 Pac. 1041 (Cal.). See NOTES, p. 640.

TORTS—NATURE OF TORT LIABILITY IN GENERAL—LIABILITY FOR BREACH OF CHILD-LABOR STATUTE.—A statute forbade the employment in mines of children under fourteen, but provided no criminal or civil liability. The defendant employed a thirteen-year-old child, who represented himself to be over fourteen. The child was injured, partly from his own negligence, while so employed. *Held*, that the defendant is liable. *De Soto Coal, Mining, and Development Co. v. Hill*, 60 So. 583 (Ala.). See NOTES, p. 646.

TROVER AND CONVERSION—WHAT CONSTITUTES CONVERSION—REPLEDGING BY ORDER OF FRAUDULENT PLEDGOR.—A bailee of certain bonds, who had been given possession by the plaintiff solely for safe-keeping, fraudulently pledged them with the defendant brokers, who had no knowledge of the plaintiff's rights. Later by order of the fraudulent bailee the defendants delivered the bonds to a second brokerage concern to hold in pledge, receiving from them the amount of their own account. *Held*, that the defendant has converted the bonds. *Varney v. Curtis*, 100 N. E. 650 (Mass.).

In general, conversion requires an assertion of dominion over a chattel or an intermeddling with it in a manner inconsistent with the rights of the true owner. *Fouldes v. Willoughby*, 8 M. & W. 540; *Simmons v. Lillystone*, 8 Exch. 431. So an innocent pledgee of goods from a wrongful pledgor is not a converter, for although he holds possession against his pledgor until his debt is paid, he does not necessarily assert dominion against the rightful owner. *Spackman v. Foster*, 11 Q. B. D. 99. Moreover, an innocent redelivery of the pledged article to the wrongful pledgor is not a conversion. *Leonard v. Tidd*, 24 Mass. 6. See *Steele v. Marsicano*, 102 Cal. 666, 669, 36 Pac. 920, 921. The courts reason that since the redelivery restores the *status quo* it has not resulted in any substantial interference with the plaintiff's interest in the property. Hence the principal case turns upon whether the added element of a delivery to a new pledgee makes the first pledgee a converter. True, this was done by the pledgor's orders, but it is well settled that acting for another is no defense in a trover suit. *Stephens v. Elwall*, 4 M. & S. 259. The act of repledging does not return the goods to their original position, and can hardly be performed without assuming the control of an owner over them. Some closely analogous cases have held that an innocent sale or delivery to a third party does not constitute a conversion. *Turner v. Hockey*, 56 L. J. Q. B. 301; *National Mercantile Bank v. Rymill*, 44 L. T. R. N. S. 767. But the weight of authority which is *contra* accords with the principal case. *Consolidated Co. v. Curtis*, [1892] 1 Q. B. 495; *Hudmon Bros. v. Du Bose*, 85 Ala. 446, 5 So. 162; *Hiort v. Bott*, L. R. 9 Exch. 86.

TRUSTS—CREATION AND VALIDITY—WHETHER CESTUI QUE TRUST CAN CLAIM AFTER HIS DISCLAIMER.—A testatrix left property to trustees in trust to pay the income to the plaintiff for life, then to the plaintiff's son for life; after his death the property was to fall into the residue of the estate. The plaintiff refused to take any interest under the will, whereupon the trustees paid the income to her son. At his death the plaintiff sought to have it paid to her. *Held*, that the income should be paid to the plaintiff during the remainder of her life. *In re Young*, [1913] 1 Ch. 272.

After renunciation of a direct gift, whether this be considered as preventing